

RG 104, 8NS-104-94-077

Box 2

**8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994**

John Wilson, Painting and Decorating 9/29/06

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SPECIFICATION FOR PAINTING AND DECORATING IN THE U.S.MINT
AT DENVER, COLORADO.

TREASURY DEPARTMENT, Office of the Supervising Architect,
Washington, D.C. June 6, 1908.-SEALED PROPOSALS , accompanied by sketches,
will be received at this office until 3 o'clock P.M. on the 13th
day of July 1908, and then opened for painting and decorating in the
U.S.Mint at DENVER, COLO., in accordance with the specification and
drawings.

James Knox Taylor,

Supervising Architect.

J.W.
J.S.S.
J.C.P.
T.W.S.
L.A.S.

A.B.

N.B. Bidders must return drawings and specifications without
marks, notes or other mutilations thereon.

The Government frank sent to intending bidders is to be used
for the return of drawings and specifications only.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

SPECIFICATION for

PAINTING AND DECORATING IN THE U.S.MINT AT DENVER, COLO

GENERAL CONDITIONS.

FORM OF PROPOSAL AND SIGNATURE.

Proposal must be made on the blank form hereto attached, inclosed in sealed envelope, marked proposal with title of building as given above, and addressed to the Supervising Architect, stating in writing and figures (without interlineation, alteration, or erasure) the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and this specification, and the time within which he proposes to complete the work, and the unit prices called for in proposal sheet. The proposal must be signed with the full name and address of the bidder; if a copartnership, the copartnership name by a member of the firm, with the names and addresses in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposals or telegraphic modifications of proposals will be considered. Proposals received after the time advertised for the opening will be returned unopened. If proposal is sent by registered mail, allowance should be made for the additional time required for such transmission.

CERTIFIED CHECK.

Each bidder must submit with his proposal a certified check, in a sum equal to 2 per cent of the amount of such proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or refuses to execute the contract and bond required in the event of said contract being awarded to him, and checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder. Copy of contract and bond will be furnished the contractor after the approval of his bond.

EIGHT-HOUR LAW.

The attention of bidders is called to the Act of Congress approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

SUBCONTRACTORS.

No subcontractor or other person furnishing material or labor to the contractor will be recognized, nor will this Department be responsible in any way for the claims of such persons beyond taking a bond, as required by the Act of Congress approved August 13, 1894, which provides in substance that when a *formal* contract is let for the erection or repair of a public building, etc., the contractor, before commencing such work, shall furnish the usual penal bond, with good and sufficient sureties, with the additional obligation that such contractor will make prompt payment to all persons furnishing him labor or materials used in the prosecution of the work. Persons so furnishing materials or labor have a right of action on said bond, in the name of the United States, for their use. No formal contract is usually let, however, and no bond taken where the amount involved is less than \$2,000.

PARTIES IN INTEREST.

No Member of or Delegate to Congress and no officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

RIGHTS RESERVED.

The material proposed to be used, time for completion of work, and the competency and responsibility of bidders will receive consideration before award of contract.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect, blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to submit bids. In case of the abrogation of the contract, whether by reason of the default of the contractor, his bankruptcy, or other cause, the Supervising Architect, acting for both parties, shall have the right to determine the valuation of all work performed, and all materials furnished in place in connection with the contract, and of all material, machinery, tools, etc., upon the site of the building taken possession of by the Government, and his decision shall be final.

PROTECTION OF WORK AND MATERIALS.

The contractor must obtain, at his expense, all necessary policies of insurance on work and material supplied by him, as the same will be at his risk until final completion, inspection, and acceptance; but the contractor will be relieved of any risk for that portion of the building occupied by the Government before entire completion of his contract.

MODIFICATIONS.

The Department reserves the right to make any additions to, omissions from, or changes in, or substitutions for, the work or material called for by the drawings and specification, without notice to the surety or sureties on the bond given to secure satisfactory compliance with the terms of the contract; and the Department further reserves the right to demand additional security when additions are made, if in its judgment, such security is required. The unit prices called for in the proposal sheet shall be used as the basis of value of such additions, omissions, or changes, if they are deemed reasonable by the Supervising Architect. If deemed unreasonable, or if none applicable are given, and no agreement can be reached by the Supervising Architect and the contractor as to the reasonable value of the work, then the Supervising Architect shall have the right to fix the value of such additions, omissions, or changes, and no claim for damages on account of such change or for anticipated profits shall be allowed.

PAYMENTS.

Payments will be made as hereinafter stated.

DELAYS.

Each bidder must submit his proposal with the distinct understanding that, in case of its acceptance, time for the completion of the work shall be considered as of the essence of the contract, and that for the cost of all extra inspection, and for all amounts paid for rents, salaries of contingent force, and other expenses entailed upon the Government by delay in completing the contract,

the United States shall be entitled to the fixed sum of **TEN** dollars (**10.00**) as liquidated damages, computed, estimated, and agreed upon, for each and every day's delay not caused by the United States. *Provided*, however, that the collection of said sum may, in the discretion of the Secretary, be waived in whole or in part; and that the contractor is to be entitled to one day, in addition to such stipulated time, for each day's delay that may be caused by the Government.

The Department, acting for the United States, reserves the right to suspend any portion of the work embraced in the contract, whenever, in its opinion, it would be inexpedient to carry on said work.

EXECUTIVE ORDER.

Attention is directed to the following Executive order:

"Whereas by an Act of Congress which received Executive approval on February 23, 1887, all officers or agents of the United States were as a matter of public policy, forbidden under appropriate penalties, to hire or contract out the labor of any criminal who might thereafter be confined in any prison, jail, or other place of incarceration for the violation of any laws of the Government of the United States of America.

"It is hereby ordered that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories of the United States contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction."

EXECUTIVE ORDER NO. 2.

I. All Departments of the Government under the supervision of which public works are being constructed are hereby directed to notify the representatives stationed at such public works to report at once to their respective Departments all cases in which contractors or subcontractors on works now under construction have required or permitted laborers or mechanics in their employ to work over eight hours in any one calendar day.

II. All Government representatives in charge of construction of public works are further directed that it is part of their duty to report to their respective Departments each and every case in which laborers or mechanics are required or permitted to work over eight hours a day on the works under supervision of such Government representatives. Wherever reports showing work in excess of eight hours a day are received by any Department they are to be referred to the Department of Justice for appropriate action.

III. All Departments of the Government under the supervision of which public works are being constructed by contract are further directed to have their respective legal officers prepare and forward to the President a list of such statutes and Executive orders as have a direct bearing on contracts for the construction of public works, and with which bidders on such works should be made acquainted.

NOTICE TO SURETIES.

The attention of the Sureties is particularly directed to the following conditions:

The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the contract shall not be binding or conclusive upon the United States if it shall subsequently appear that the contractor has willfully or fraudulently or through collusion with the representative of this Department in charge of the work supplied inferior materials or workmanship, or has departed from the terms of his contract. In any such case the United States shall have the right, notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory material supplied to such extent as in the opinion of the Supervising Architect may be necessary to finish the work in accordance with the drawings and specifications therefor at the cost and expense of the contractor and the sureties on his bond, and shall have the right to recover against the contractor and his sureties, the cost of such work together with such other damages as the United States may suffer because of the default of the contractor in the premises, the same as though such acceptance and final payment had not been made.

Attention is called to Section 21 of the Act approved June 6, 1902, which provides as follows:

"That in all contracts entered into with the United States, after the date of the approval of this Act, for the construction or repair of any public building or public work under the control of the Treasury Department, a stipulation shall be inserted for liquidated damages for delay; and the Secretary of the Treasury is hereby authorized and empowered to remit the whole or any part of such damages as in his discretion may be just and equitable; and in all suits hereafter commenced on any such contracts or on any bond given in connection therewith it shall not be necessary for the United States, whether plaintiff or defendant, to prove actual or specific damages sustained by the Government by reason of delays, but such stipulation for liquidated damages shall be conclusive and binding upon all parties."

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PROPOSALS

Proposals shall be based upon drawings Nos., 101 D, 102 D 107 D, 108 D and 109 D and this specification.

EXTENT AND CHARACTER OF THE WORK.

There is available \$18,000.00 for painting and decorating hereinafter mentioned, and the bidder is to submit drawings to a scale of $\frac{1}{4}$ " to the foot showing the general character of the decoration and details to a scale of $\frac{3}{4}$ " to the foot showing the color scheme and decoration in detail.

All walls and ceilings in corridors, etc. which are tinted on the plans are to be painted and very simply decorated, the portions tinted to a light blue are to have more elaborate decoration.

The drawings above mentioned are intended for general information only as to location of work.

Bidders should visit the premises and fully inform themselves of the character of the work and the conditions under which it must be done, and failure to do so will not relieve the successful bidder from the necessity of furnishing, without additional expense to the Government, all materials and performing all labor that may be contemplated, to the satisfaction of the Supervising Architect.

PAYMENTS.

Payments will be made monthly on account of the work satisfactorily completed, based upon the estimated value thereof as ascertained by the Supervising Architect, less 10% of such estimate which will be retained until after the final acceptance by the duly authorized representative of the Government, of all labor and materials embraced in the contract, when final payment will be made; but the Government reserves the right to withhold any payment until all defects are remedied or until samples as required by the specification are supplied.

TIME TO COMPLETE.

The work must be done at such times and in such manner as the Custodian may direct so as to interfere as little as possible with

PROTECTION.

All work and materials of every description now in place or contemplated by this specification, shall be fully protected from damage from any source.

Furniture, etc., must be protected by cloths and if so directed cloths must be hung under scaffold to prevent paint from dropping.

Furniture, carpets, cases, etc., shall be removed by the contractor as may be necessary for the proper execution of the work and upon completion of the work, be satisfactorily replaced.

DAMAGES.

The contractor will be held responsible for, and be required to make good at his own expense, any and all damage done or caused by him or his workmen in the execution of any work under this specification.

EQUIPMENT. etc .

The contractor must furnish all scaffolding, machinery, tools, utensils, etc. necessary for performing the work, and the same must be at all times suitable and safe.

CLEANING.

At the completion of the work, and as often during the execution of the same as the Custodian may direct, the contractor must clean up all dirt and rubbish caused by him and remove the same from the premises and clean off all paint spots from furniture, cases, floors, etc.

SAMPLES.

The contractor shall, within three weeks from date of approval of his bond, submit to the Supervising Architect, for his approval the following samples of materials, with charges prepaid.

PAINTED strips 3" x 6" showing all colors to be used.

WHITE LEAD	Two pounds,
LINSEED OIL	One quart,
TURPENTINE	One quart
DRYER	One quart
COLORS	each kind.

The contractor shall also submit during the progress of the work any other ^{samples of} materials that may be required.

Materials for which samples are required shall not be delivered until samples of the same have been approved by the Supervising Architect and the materials delivered must correspond in every respect with the approved samples.

TO INSURE PROMPT CONSIDERATION OF SAMPLES, a letter SIGNED BY THE CONTRACTOR must be mailed to the Supervising Architect on the date of each shipment, containing the following information:

A list showing every sample forwarded.

The brand and name of manufacturer of lead, oil, dryer, and colors.

The above information must not be forwarded in the same package with samples.

Any sample received in advance of such letter will be held two weeks and if at the expiration of such period the letter is not received the package will be considered "Unclaimed Goods".

It is suggested that samples of materials be obtained direct from the manufacturers, after fully advising them of the specification requirements, as the failure of any of the above samples to pass the laboratory test is considered sufficient grounds for refusal to consider under this specification any other sample or brand from the manufacturer whose goods were defective.

Each sample must have a label showing the material represented by the sample, the name of the contractor and the building for which it is intended.

Attention is called to the fact that time is required for testing and inspecting samples of materials and in no case will the time for completion of the contract be extended on account of failure of contractor to submit samples as above specified.

Attention is particularly called to the rights reserved ,as hereinbefore specified ,to withhold payment if samples are not promptly submitted as required.

PAINTING.

All loose and defective plastering shall be removed and keys thoroughly cleaned,cutting out the damaged portions to clean,sharp, sound edges.

Cracks over $1/16"$ wide shall be cut out the full depth of the plaster at least $\frac{1}{2}"$ on each side,dove tailed in section. All cracks or joints shall be cleaned,moistened ,and filled to within $1/8"$ of the finished surface with plaster of Paris,mixed with thin glue size and after becoming dry and hard given a coat of paint,covering well the edges of old plaster;then fill with white lead putty and when dry sand paper smooth with contiguous work. Hair cracks shall be filled with white lead putty.

All ornamental plaster shall be restored.All cracks between wood work and plaster,especially around openings shall be caulked with oakum where practicable and be pointed with putty.

All plaster shall be cleaned with an approved wash,sand paper ed where necessary, and rinsed down with clean water.

All plaster shall be sized with lead,oil,turpentine and dryer in the proportion of 10_n lbs.of lead ,3 gallons of linseed oil,5 gallons of turpentine and $\frac{1}{2}$ gallon of dryer;then cover all plain surfaces ,including that of friezes,pilasters,etc., with best quality 10/4 sheeting,carefully pasted on in the best manner, and all superfluous paint scraped out(canvas may be used in connection with decorative work if preferred.)

When dry, all seams shall be filled with putty and the entire surface carefully sand papered to a smooth surface so no seams or cracks will show in the finished work.

After being prepared in the foregoing manner, give not less than four coats of pure white lead thinned with raw linseed oil and turpentine, the last two coats to be stippled and the last coat (fourth coat) to be flat color.

All tints shall be selected by the Supervising Architect.

All decorative work shall be in addition to the above painting.

All cracks or seams showing after the work has received the last coat of paint will be sufficient cause for rejection of the work where they occur.

James Knox Taylor,

Supervising Architect.

A.B.

TREASURY DEPARTMENT,
Office of the Supervising Architect
July 6, 1908.

ADDENDUM to the Specification for Painting and Decorating at the
U.S. Mint, Denver, Colorado.

Bidders are hereby notified that the time for opening
proposals for the above mentioned work has been extended from
July 13, 1908 to 3 o'clock P.M. August 19th, 1908.

James Knox Taylor,
Supervising Architect.

E.D.

TREASURY DEPARTMENT,
Office of the Supervising Architect
July 6, 1908.

ADDENDUM to the Specification for Painting and Decorating at the
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James Knox Taylor,
Supervising Architect.

E.D.

PROPOSAL FOR PAINTING AND DECORATING IN THE U.S. MINT AT
DENVER, COLORADO.

N.B.

After this proposal sheet is filled out it must not be forwarded under frank, but must be detached and forwarded under separate cover, with postage prepaid by the bidder.

1908.

August 17th,

To the

Supervising Architect,
Treasury Department,
Washington, D.C.

Sir:

I hereby propose to furnish all the labor and materials required for painting and decorating in the U.S. Mint at DENVER, COLO., in strict accordance with the specification dated June 6, 1908, the accompanying sketches, and the instructions of the Custodian, for the sum of,

Eighteen Thousand Dollars

(\$ 18,000.00) 100

TIME TO COMPLETE.

On or before time stated

John Gibson

125 So. 11th St.,

Phila., Pa.

In determining which is the lowest bid, it is understood that the Government reserves the right in awarding the contract to deduct any separate amount named in the proposal for any item mentioned therein.

NOTICE.

A CERTIFIED CHECK

Must accompany this
BID to entitle it to
CONSIDERATION.

Signature, John Gibson,

Address, 125 So. 11th St.,
 Phila., Pa.

Names of Individual Members of Firm,

Murray Gibson

Name of Corporation,

Name of President,

Name of Secretary,

Under what law corporation is organized,

DENVER: MINT. JCP P LAS LHB C FD
DMB

Inclosure 1556.

TREASURY DEPARTMENT,
Office of the Secretary,
Washington, Sept. 26, 1908.

Mr. John Gibson,
125 South 11th Street,
Philadelphia, Pa.

Sir:

In accordance with Department approval of the 24th instant, your proposal, dated August 17, 1908, received under advertisement of June 6, 1908 and opened August 19, 1908, is accepted to furnish all the labor and materials required for painting and decorating drawings numbered 101-D, 102-D, 107-D, 108-D, and 109-D, the in the U.S.Mint, Denver, Colorado, in strict accordance with the specification dated June 6, 1908, and the sketches submitted by you, with such modifications as may be directed by the Supervising Architect, and the instructions of the Custodian, for the sum of eighteen thousand dollars (\$18,000.00).

It is understood and agreed that the work is to be completed on or before April 15, 1909, instead of March 1, 1909 as specified, this extension being made because of the delay in awarding the contract.

One copy of the specification is inclosed for your use.

It is understood and agreed that the mural paintings are to be done by an artist who is satisfactory to the Supervising Architect, and you are advised that Mr. Vincent Aderente, whose name is mentioned in your letter of September 10th, is entirely satisfactory; but, in case it is not possible for you to obtain his services, an artist, of your nomination, will be selected, who, in the opinion of the Supervising Architect, has equal ability.

It is understood and agreed that you are to execute a formal contract with bond in the sum of nine thousand dollars (\$9,000.), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded you. This contract

with bond, must be executed in strict accordance with the rules printed at the head of said form, and be returned to the Supervising Architect of this Department at once.

The proceeds of the check submitted with your proposal will be retained until the approval of your bond by the Secretary of the Treasury, of which you will be advised.

Payments on account of the work will be made as required by the terms of the contract, as set forth under the heading "PAYMENTS" on page 4 of the specification, from the appropriation for "Mint Building", Denver, Colorado".

A copy of this letter will be forwarded to the Custodian of the building.

You are requested to acknowledge the receipt of this acceptance.

Respectfully,

J.B.Reynolds,

Acting Secretary.

W JCP JSS JAW KEMPER L

MURRAY GIBSON DBA JOHN GIBSON

Philadelphia, PA

Contract for decorating and painting the
interior.

Contract Worth: \$ 18,000.00

Contract Signed: Sept. 28, 1908

Completion date April 5, 1909

1 in strict and full accordance with the requirements of drawings numbered 101-D, 102-D, 107-D, 108-D, 109-D, and
 2 the sketches submitted by said party of the second part with said proposal,
 3
 4

5 and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
 6 Treasury Department; the advertisement for proposals, dated June 6, 1908 ; the specification for the work ;
 7 the proposal dated August 17, 1908 , addressed to the said Supervising Architect by the said party of the
 8 second part; and letter dated September 26, 1908 , addressed to the said party of the second part by
 9 J.B. Reynolds, Acting Assistant Secretary of the Treasury, accepting said proposal ;
 10
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 12
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 14
 15

16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract ; and which said numbered
 17 drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in
 18 the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
 20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
 21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
 22 Architect or his representative, and that the same shall be completed in all its parts within by April 15, 1909 ;
 23

24 from the date of the approval of said bond hereto attached ; that all materials used shall be of the very best quality of their respective
 25 kinds ; that all the work performed shall be executed in the most skilful manner ; that all labor used shall be of the best quality and
 26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.

27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
 28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.

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 33

34 It is further covenanted and agreed by and between the parties hereto that the said party of the second part shall not leave the
 35 work until it is finished to the satisfaction of the Supervising Architect, the supervisor of the building, and of other persons
 36 appointed by the said party of the second part, with full right to enter and inspect all work so executed and to compare with the same
 37 with the drawings of said Supervising Architect previously and generally used in this. And if the Supervising Architect and others
 38 appointed by him shall find any work done by the said party of the second part to be defective or unsatisfactory, he shall have
 39 the power to require the said party of the second part to repair or correct the same at his own expense, and the said party of the
 40 second part shall not be entitled to compensation for any time so spent in repairing or correcting the same. And if the
 41 said party of the second part fails to repair or correct the same within a reasonable time, the said party of the second part
 42 shall be liable for liquidated damages, and the said party of the second part shall pay unto the said party of the first part
 43 the sum of ten dollars per day, in view of the difficulty of estimating such damages with exactness, is

44 It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of
 45 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
 46 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
 47 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
 48 Ten dollars, for each and every day the said party of the second part shall be in default, which said
 49 sum of ten dollars per day, in view of the difficulty of estimating such damages with exactness, is
 50 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
 2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
 3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
 4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
 5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
 7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
 8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
 10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
 11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
 12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
 13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
 14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
 15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
 16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
 17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
 19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
 20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
 21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
 22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
 23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
 25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
 26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
 27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
 28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
 29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
 30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
 32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
 33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
 34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
 35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
 36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
 37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
 38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
 40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of
 41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
 43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
 44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

1 particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the
2 time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of
3 the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may
4 withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight
5 days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent,
6 of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days
7 as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the
8 said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the
9 second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and
10 to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the
11 default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage
12 incurred through such default and any and all other breaches of this contract.

13 It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part
14 of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes
15 or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United
16 States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise;
17 provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be
18 allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract,
19 the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the
20 second part for any damages which may arise out of any delay caused by the said party of the first part.

21 And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be
22 paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second
23 part, in lawful money of the United States, in consideration of the herein recited covenants and agreements made by the party of
24 the second part, the sum of **eighteen thousand dollars (\$18,000.).**

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1 And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ninety per cent
2 of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time
3 as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until
4 the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be
5 forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed
6 that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages
7 sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party
8 of the second part until every part of the work to the point of advancement reached—on account of which payment is claimed—
9 shall be found to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the
10 entire satisfaction of the said party of the first part.

11 It is an express condition of this contract that no Member of, or Delegate to, Congress, or other person whose name is not
12 at this time disclosed, shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further
13 covenanted and agreed that this contract shall not be assigned.

In witness whereof, The parties hereto have hereunto subscribed their names this 1st day of October, 1983.

28th day of September, A.D. 1908.

The erasures in lines 9, 22 and 24, page 2, and the interlineation in line 17, page
were made before the execution hereof.

All erasures, alterations, and interlineations
to be noted here before execution.

*We hereby certify that this contract and bond have been correctly prepared
and compared:*

Jas. A. Wetmore,

Chief of the Law and Records Division

James C. Plant.

Superintendent of Computing Division.

Chief of Inspection Division.

J. B. Reynolds,

Acting Secretary of the Treasury.

CEK JKT L

Witnesses to the signature of the Contractor:

H.-G. Oesterle

Alexander Morris

Murray Gibson.

doing business under the
name and style of
John Gibson.

Contractors

Place
Corporate
Seal here.

NOTE.—Read rules carefully before executing.

1
BOND.

2 Know all men by these presents, That we, **Murray Gibson**, doing business under the name
3 and style of **John Gibson**,

5 of the City of **Philadelphia** , County of , and
6 State of **Pennsylvania** , principal , and the

7 **Fidelity & Deposit Co. of Md.**

8 **A Corporation of Maryland, of the City of Baltimore, Maryland.**

9 of the City of , County of , and
10 State of , and

11 of the City of , County of , and

12 State of , suret y , are held and firmly bound unto the United States of America in

13 the sum of **Nine thousand dollars (\$9,000.)**, lawful

14 money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
15 executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

16 Sealed with our seals and dated this Second day of October , A.D. 1908.
17 The condition of the above obligation is such, That whereas the said **John Gibson**

18 has entered into a certain contract, hereto attached, with
19 **J. B. Reynolds, Acting** Secretary of the Treasury, acting for and in behalf of the United States,

20 bearing date the **28th day of September, A.D. 1908:** Now, if the said **John Gibson**

22 shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
23 **him** to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all
24 the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made,
25 and shall perform all the undertakings stipulated by **him** to be performed in any and all such changes in, or additions
26 thereto, notice thereof to the said suret y being hereby waived, and shall promptly make payment to all persons supplying
27 **him** labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise
to remain in full force and virtue.

30 In testimony whereof, The said **Murray Gibson**

31 , principal , and

33 and **Fidelity & Deposit Co. of Md.** , suret y ,

34 have hereunto subscribed their names and affixed their seals the day first above written.

35 Signed, sealed, and delivered in presence of

36 **H.G.Oerterle**

37 **Alex. Morris**

Murray Gibson. SEAL

39 doing business under the
name and style of **John Gibson**.

42 **Fidelity & Deposit Co. of Md. SEAL**

43 Herman Hoopes,

44 Attorney in fact.

45 ATTEST: **F.E.Townsend**

46 **Res.A. Secty.**

1908 Sept. 28.

CERTIFIED COPY.

Treasury Department,

Treasury Department,

CONTRACT OF

OFFICE OF THE SUPERVISING ARCHITECT.

John Gibson.

Oct. 5, 1908.

Respectfully referred to the Solicitor of the Treasury for examination and indorsement.
(third Division of Appointments)
of Philadelphia, Pa.,

Jas. A. Wetmore,

For Painting and Decorating,

LHB Acting Assistant to Supervising Architect.

For U. S. Mint.

CSJ Department of Justice,

Office of the Solicitor of the Treasury.

At DENVER, COLORADO.

Dated September 28, 1908.

Oct. 10, 1908.

I have examined the within instruments as to form and execution, and in these respects they are approved.

F. A. Reeve,

Acting *Assistant* Solicitor of the Treasury.

Treasury Department,

Office of the Secretary.

Oct. 10, 1908.

The within bond is hereby approved.

J. B. Reynolds,

LIB CJK F C Acting Secretary.

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TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT. }
Form 134 B.—Ed. 9 18 1902 7,000.

DMB

INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

2 BETWEEN THE

3 UNITED STATES OF AMERICA

4 AND

5 John Gibson.

6 Whereas, By advertisement, duly made and published according to law, proposals were asked for furnishing all of the labor
7 and materials for the work herein provided for; and

8 Whereas, The proposal of John Gibson,

9 furnished in response thereto, was duly accepted, as hereinafter stated, on condition that he execute a contract in accordance
10 with the terms of said bid.

11 Now, therefore, this agreement, made and entered into by and between J. B. Reynolds, Acting
12 Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and John Gibson (being the
13 name and style under which Murray Gibson does business), of Philadelphia, Pennsylvania,

14 of the second part,

15 Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and
16 with the party of the first part to furnish all of the labor and materials and do and perform all the work required for painting
17 and decorating the new Mint at Denver, Colorado,

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1 in strict and full accordance with the requirements of drawings numbered 101-D, 102-D, 107-D, 108-D, 109-D, and
2 ~~the sketches submitted by said party of the second part with said proposal,~~

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4
5 and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
6 Treasury Department; the advertisement for proposals, dated **June 6, 1908**; the specification for the work;
7 the proposal dated **August 17, 1908**, addressed to the said Supervising Architect by the said party of the
8 second part; and letter dated **September 26, 1908**, addressed to the said party of the second part by
9 **J.B.Reynolds, Acting Assistant Secretary of the Treasury, accepting said proposal;**

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16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; and which said numbered
17 ~~and sketches~~ drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in
18 the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.

19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
22 Architect or his representative, and that the same shall be completed in all its parts ~~within~~ **by April 15, 1909;**

23
24 ~~from the date of the approval of said bond hereto attached~~; that all materials used shall be of the very best quality of their respective
25 kinds; that all the work performed shall be executed in the most skillful and workmanlike manner, and that both the materials
26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.

27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.

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44 It is expressly covenanted between the parties hereto that time is and shall be considered as of the essence of
45 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
46 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
47 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
48 **Ten** dollars, for each and every day the said party of the second part shall be in default, which said
49 sum of **ten** dollars per day, in view of the difficulty of estimating such damages with exactness, is
50 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
 2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
 3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
 4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
 5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
 7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
 8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
 10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
 11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
 12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
 13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
 14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
 15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
 16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
 17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
 19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
 20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
 21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
 22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
 23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
 25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
 26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
 27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
 28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
 29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
 30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
 32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
 33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
 34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
 35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
 36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
 37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
 38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that ~~no inspection and acceptance of, and payment~~
~~for, work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of~~
 41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
 43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
 44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

1 particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the
2 time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of
3 the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may
4 withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight
5 days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent,
6 of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days
7 as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the
8 said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the
9 second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and
10 to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the
11 default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage
12 incurred through such default and any and all other breaches of this contract.

13 It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part
14 of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes
15 or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United
16 States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise;
17 provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be
18 allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract,
19 the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the
20 second part for any damages which may arise out of any delay caused by the said party of the first part.

21 And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be
22 paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second
23 part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of
24 the second part, the sum of **eighteen thousand dollars (\$18,000.).**

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1 And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ninety per cent
2 of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time
3 as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until
4 the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be
5 forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed
6 that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages
7 sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party
8 of the second part until every part of the work to the point of advancement reached—on account of which payment is claimed—
9 shall be found to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the
10 entire satisfaction of the said party of the first part.

11 It is an express condition of this contract that no Member of, or Delegate to, Congress, or other person whose name is not
12 at this time disclosed, shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further
13 covenanted and agreed that this contract shall not be assigned.

In witness whereof, The parties hereto have hereunto subscribed their names this
28th day of September, A.D. 1908.

The erasures in lines 9, 22 and 24, page 2, and the interlineation in line 17, page 2, were made before the execution hereof.

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22 All erasures, alterations, and interlineations
to be noted here before execution.

We hereby certify that this contract and bond have been correctly prepared and compared:

Jas. A. Wetmore,

Chief of the Law and Records Division.

James C. Plant.

Superintendent of Computing Division.

Chief of Inspection Division.

J. B. Reynolds,

Acting *Secretary of the Treasury.*

CHK JKT L

Witnesses to the signature of the Contractor:

H. G. Oerterle

Alexander Morris

Murray Gibson.

doing business under the
name and style of
John Gibson.

CONTINUATION

Place
Corporate
Seal here

NOTE.—Read rules carefully before executing.

1
BOND.

2 Know all men by these presents, That we, **Murray Gibson**, doing business under the name
3 and style of **John Gibson**,

4 , and
5 of the City of **Philadelphia**, County of
6 State of **Pennsylvania**, principal , and the

7 **Fidelity & Deposit Co. of Md.**

8 **A Corporation of Maryland, of the City of Baltimore, Maryland.**, and
9 of the City of

10 State of , and
11 of the City of , County of

12 State of , suret **y**, are held and firmly bound unto the United States of America in
lawful

13 the sum of **Nine thousand dollars (\$9,000.)**,
14 money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
15 executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

16 Sealed with our seals and dated this Second day of October A.D. 1908.

17 The condition of the above obligation is such, That whereas the said **John Gibson**
has entered into a certain contract, hereto attached, with

18 Secretary of the Treasury, acting for and in behalf of the United States,

19 **J. B. Reynolds, Acting** Now, if the said **John Gibson**

20 bearing date the 28th day of September, A.D. 1908:

21 shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by

22 to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all

23 **him** the labor and materials required by, any and all changes in, or additionsto, or omissions from, said contract which may hereafter be made,

24 and shall perform all the undertakings stipulated by **him** to be performed in any and all such changes in, or additions

25 thereto, notice thereof to the said suret **y** being hereby waived, and shall promptly make payment to all persons supplying

26 **him** labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise

27 to remain in full force and virtue.

28 In testimony whereof, The said **Murray Gibson**

29 , principal , and

30 , suret **y**,

31 and **Fidelity & Deposit Co. of Md.**

32 have hereunto subscribed their names and affixed their seals the day first above written.

33 Signed, sealed, and delivered in presence of

34 **H.G. Oesterle** **Murray Gibson. SEAL**

35 **Alex. Morris** doing business under the
name and style of **John Gibson.**

36 **Fidelity & Deposit Co. of Md.**, Attorney in fact.

37 ATTEST: **F.E. Townsend**

38 **Res.A. Secty.**

39 Two each signature.

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NOTE.—Read rules carefully before executing.

1908 Sept. 28.

CERTIFIED COPY.

CONTRACT OF

John Gibson.

Oct. 5, 1908.

Respectfully referred to the Solicitor of the Treasury
(~~for examination~~) for examination / no endorsement.
or Philadelphia, Pa.,

For Painting and Decorating.

For U. S. Mint.

At DENVER, COLORADO.

Dated September 28, 1908.

Amount, \$ 18,000.00

Respectfully referred to the Solicitor of the Treasury
(~~for examination~~) for examination / no endorsement.
or Philadelphia, Pa.,

JAS. A. REED,
Actg. Assistant to Supervising Architect.

CGJ Department of Justice,
Assistant to Supervising Architect.

OFFICE OF THE SOLICITOR OF THE TREASURY,

Oct. 10, 1908.

I have examined the within instruments as to form
and execution, and in these respects they are ap-
proved.

R. A. Reeve,

Acting Assistant Solicitor of the Treasury.

Treasury Department,

OFFICE OF THE SECRETARY.

Oct. 10, 1908.

The within bond is hereby approved.

J. B. Reynolds,

U. S. CO. JES & C Acting Secretary.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

October 16, 1908.

I hereby certify that the within papers are true
and correct copies of the originals on file in this
Department.

Lachampier
Assistant to Supervising Architect.

Jan.

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SPECIFICATION FOR PAINTING AND DECORATING IN THE U.S.MINT
AT DENVER, COLORADO.

TREASURY DEPARTMENT, Office of the Supervising Architect,
Washington, D.C. June 6, 1908.-SEALED PROPOSALS , accompanied by sketch-
es, will be received at this office until 3 o'clock P.M. on the 13th
day of July 1908, and then opened for painting and decorating in the
U.S.Mint at DENVER, COLO., in accordance with the specification and
drawings.

James Knox Taylor,

Supervising Architect.

J.W.C.
J.S.S.
J.C.P.
T.W.S.
L.A.S.

A.B.

N.B. Bidders must return drawings and specifications without
marks, notes or other mutilations thereon.

The Government frank sent to intending bidders is to be used
for the return of drawings and specifications only.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

SPECIFICATION for

PAINTING AND DECORATING IN THE U.S.MINT AT DENVER, COLO

GENERAL CONDITIONS.

FORM OF PROPOSAL AND SIGNATURE.

Proposal must be made on the blank form hereto attached, inclosed in sealed envelope, marked proposal with title of building as given above, and addressed to the Supervising Architect, stating in writing and figures (without interlineation, alteration, or erasure) the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and this specification, and the time within which he proposes to complete the work, and the unit prices called for in proposal sheet. The proposal must be signed with the full name and address of the bidder; if a copartnership, the copartnership name by a member of the firm, with the names and addresses in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposals or telegraphic modifications of proposals will be considered. Proposals received after the time advertised for the opening will be returned unopened. If proposal is sent by registered mail, allowance should be made for the additional time required for such transmission.

CERTIFIED CHECK.

Each bidder must submit with his proposal a certified check, in a sum equal to 2 per cent of the amount of such proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or refuses to execute the contract and bond required in the event of said contract being awarded to him, and checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder. Copy of contract and bond will be furnished the contractor after the approval of his bond.

EIGHT-HOUR LAW.

The attention of bidders is called to the Act of Congress approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

SUBCONTRACTORS.

No subcontractor or other person furnishing material or labor to the contractor will be recognized, nor will this Department be responsible in any way for the claims of such persons beyond taking a bond, as required by the Act of Congress approved August 18, 1894, which provides in substance that when a *formal* contract is let for the erection or repair of a public building, etc., the contractor, before commencing such work, shall furnish the usual penal bond, with good and sufficient sureties, with the additional obligation that such contractor will make prompt payment to all persons furnishing him labor or materials used in the prosecution of the work. Persons so furnishing materials or labor have a right of action on said bond, in the name of the United States, for their use. No formal contract is usually let, however, and no bond taken where the amount involved is less than \$2,000.

PARTIES IN INTEREST.

No Member of or Delegate to Congress and no officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

RIGHTS RESERVED.

The material proposed to be used, time for completion of work, and the competency and responsibility of bidders will receive consideration before award of contract.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect, blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to submit bids. In case of the abrogation of the contract, whether by reason of the default of the contractor, his bankruptcy, or other cause, the Supervising Architect, acting for both parties, shall have the right to determine the valuation of all work performed, and all materials furnished in place in connection with the contract, and of all material, machinery, tools, etc., upon the site of the building taken possession of by the Government, and his decision shall be final.

PROTECTION OF WORK AND MATERIALS.

The contractor must obtain, at his expense, all necessary policies of insurance on work and material supplied by him, as the same will be at his risk until final completion, inspection, and acceptance; but the contractor will be relieved of any risk for that portion of the building occupied by the Government before entire completion of his contract.

MODIFICATIONS.

The Department reserves the right to make any additions to, omissions from, or changes in, or substitutions for, the work or material called for by the drawings and specification, without notice to the surety or sureties on the bond given to secure satisfactory compliance with the terms of the contract; and the Department further reserves the right to demand additional security when additions are made, if in its judgment, such security is required. The unit prices called for in the proposal sheet shall be used as the basis of value of such additions, omissions, or changes, if they are deemed reasonable by the Supervising Architect. If deemed unreasonable, or if none applicable are given, and no agreement can be reached by the Supervising Architect and the contractor as to the reasonable value of the work, then the Supervising Architect shall have the right to fix the value of such additions, omissions, or changes, and no claim for damages on account of such change or for anticipated profits shall be allowed.

PAYMENTS.

Payments will be made as hereinafter stated.

DELAYS.

Each bidder must submit his proposal with the distinct understanding that, in case of its acceptance, time for the completion of the work shall be considered as of the essence of the contract, and that for the cost of all extra inspection, and for all amounts paid for rents, salaries of contingent force, and other expenses entailed upon the Government by delay in completing the contract,

the United States shall be entitled to the fixed sum of **TEN** dollars **10.00** as liquidated damages, computed, estimated, and agreed upon, for each and every day's delay not caused by the United States. Provided, however, that the collection of said sum may, in the discretion of the Secretary, be waived in whole or in part; and that the contractor is to be entitled to one day, in addition to such stipulated time, for each day's delay that may be caused by the Government.

The Department, acting for the United States, reserves the right to suspend any portion of the work embraced in the contract, whenever, in its opinion, it would be inexpedient to carry on said work.

EXECUTIVE ORDER.

Attention is directed to the following Executive order:

"Whereas by an Act of Congress which received Executive approval on February 23, 1887, all officers or agents of the United States were as a matter of public policy, forbidden under appropriate penalties, to hire or contract out the labor of any criminal who might thereafter be confined in any prison, jail, or other place of incarceration for the violation of any laws of the Government of the United States of America.

"It is hereby ordered that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories of the United States contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction."

EXECUTIVE ORDER NO. 2.

I. All Departments of the Government under the supervision of which public works are being constructed are hereby directed to notify the representatives stationed at such public works to report at once to their respective Departments all cases in which contractors or subcontractors on works now under construction have required or permitted laborers or mechanics in their employ to work over eight hours in any one calendar day.

II. All Government representatives in charge of construction of public works are further directed that it is part of their duty to report to their respective Departments each and every case in which laborers or mechanics are required or permitted to work over eight hours a day on the works under supervision of such Government representatives. Wherever reports showing work in excess of eight hours a day are received by any Department they are to be referred to the Department of Justice for appropriate action.

III. All Departments of the Government under the supervision of which public works are being constructed by contract are further directed to have their respective legal officers prepare and forward to the President a list of such statutes and Executive orders as have a direct bearing on contracts for the construction of public works, and with which bidders on such works should be made acquainted.

NOTICE TO SURETIES.

The attention of the Sureties is particularly directed to the following conditions:

The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the contract shall not be binding or conclusive upon the United States if it shall subsequently appear that the contractor has willfully or fraudulently or through collusion with the representative of this Department in charge of the work supplied inferior materials or workmanship, or has departed from the terms of his contract. In any such case the United States shall have the right, notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory material supplied to such extent as in the opinion of the Supervising Architect may be necessary to finish the work in accordance with the drawings and specifications therefor at the cost and expense of the contractor and the sureties on his bond, and shall have the right to recover against the contractor and his sureties, the cost of such work together with such other damages as the United States may suffer because of the default of the contractor in the premises, the same as though such acceptance and final payment had not been made.

Attention is called to Section 21 of the Act approved June 6, 1902, which provides as follows:

"That in all contracts entered into with the United States, after the date of the approval of this Act, for the construction or repair of any public building or public work under the control of the Treasury Department, a stipulation shall be inserted for liquidated damages for delay; and the Secretary of the Treasury is hereby authorized and empowered to remit the whole or any part of such damages as in his discretion may be just and equitable; and in all suits hereafter commenced on any such contracts or on any bond given in connection therewith it shall not be necessary for the United States, whether plaintiff or defendant, to prove actual or specific damages sustained by the Government by reason of delays, but such stipulation for liquidated damages shall be conclusive and binding upon all parties."

PROPOSALS

Proposals shall be based upon drawings Nos., 101 D, 102 D 107 D, 108 D and 109 D and this specification.

EXTENT AND CHARACTER OF THE WORK.

There is available \$18,000.00 for painting and decorating hereinafter mentioned, and the bidder is to submit drawings to a scale of $\frac{1}{4}$ " to the foot showing the general character of the decoration and details to a scale of $\frac{3}{4}$ " to the foot showing the color scheme and decoration in detail.

All walls and ceilings in corridors, etc. which are tinted on the plans are to be painted and very simply decorated, the portions tinted to a light blue are to have more elaborate decoration.

The drawings above mentioned are intended for general information only as to location of work.

Bidders should visit the premises and fully inform themselves of the character of the work and the conditions under which it must be done, and failure to do so will not relieve the successful bidder from the necessity of furnishing, without additional expense to the Government, all materials and performing all labor that may be contemplated, to the satisfaction of the Supervising Architect.

PAYMENTS.

Payments will be made monthly on account of the work satisfactorily completed, based upon the estimated value thereof as ascertained by the Supervising Architect, less 10% of such estimate which will be retained until after the final acceptance by the duly authorized representative of the Government, of all labor and materials embraced in the contract, when final payment will be made; but the Government reserves the right to withhold any payment until all defects are remedied or until samples as required by the specification are supplied.

TIME TO COMPLETE.

The work must be done at such times and in such manner as the Custodian may direct so as to interfere as little as possible with

the transaction of business. Sufficient workmen and materials must be employed to insure the completion of the entire work on or before the first day of March 1909.

FOREMAN.

The contractor shall keep a competent foreman or superintendent, satisfactory to the Supervising Architect, on the premises at all times during the progress of the work to receive instructions and with authority to act for the contractor.

WORKMANSHIP AND MATERIALS.

All work must be done in strict accordance with this specification and the instructions of the Custodian. Materials shall be of the best quality and workmanship the best known to the trade and all materials and labor necessary to fully complete the work as contemplated by this specification, whether or not specifically mentioned shall be furnished.

White lead shall contain not less than 70% nor more than 75% carbonate of lead to not less than 35% nor more than 30% hydroxide.

Putty shall be composed of white lead paste mixed with dry white lead of the proper consistency, the putty to be colored to match the paint.

All paints, colors, oils, etc., shall be delivered in unbroken packages, bearing the brand and maker's name and mixed on the premises. A room in the basement will be assigned the contractor for the storage and mixing of paints.

REJECTED MATERIALS.

Materials or work which has been rejected must be removed from the premises at once, and should the same not be done the Custodian may at hours after serving written notice on the contractor, have the same removed and replaced with the proper materials or workmanship, and the cost of such removal and the replacing thereof, will be deducted from money due the contractor.

PROTECTION.

All work and materials of every description now in place or contemplated by this specification, shall be fully protected from damage from any source.

Furniture, etc., must be protected by cloths and if so directed cloths must be hung under scaffold to prevent paint from dropping.

Furniture, carpets, cases, etc., shall be removed by the contractor or as may be necessary for the proper execution of the work and upon completion of the work, be satisfactorily replaced.

DAMAGES.

The contractor will be held responsible for, and be required to make good at his own expense, any and all damage done or caused by him or his workmen in the execution of any work under this specification.

EQUIPMENT. etc .

The contractor must furnish all scaffolding, machinery, tools, utensils, etc. necessary for performing the work, and the same must be at all times suitable and safe.

CLEANING.

At the completion of the work, and as often during the execution of the same as the Custodian may direct, the contractor must clean up all dirt and rubbish caused by him and remove the same from the premises and clean off all paint spots from furniture, cases, floors, etc.

SAMPLES.

The contractor shall, within three weeks from date of approval of his bond, submit to the Supervising Architect, for his approval the following samples of materials, with charges prepaid.

PAINTED strips 3" x 6" showing all colors to be used.

WHITE LEAD	Two pounds,
LINSEED OIL	One quart,
TURPENTINE	One quart
DRYER	One quart
COLORS	each kind.

The contractor shall also submit during the progress of the work any other ^{samples of} materials that may be required.

Materials for which samples are required shall not be delivered until samples of the same have been approved by the Supervising Architect and the materials delivered must correspond in every respect with the approved samples.

TO INSURE PROMPT CONSIDERATION OF SAMPLES, a letter SIGNED BY THE CONTRACTOR must be mailed to the Supervising Architect on the date of each shipment, containing the following information:

A list showing every sample forwarded.

The brand and name of manufacturer of lead, oil, dryer, and colors.

The above information must not be forwarded in the same package with samples.

Any sample received in advance of such letter will be held two weeks and if at the expiration of such period the letter is not received the package will be considered "Unclaimed Goods".

It is suggested that samples of materials be obtained direct from the manufacturers, after fully advising them of the specification requirements, as the failure of any of the above samples to pass the laboratory test is considered sufficient grounds for refusal to consider under this specification any other sample or brand from the manufacturer whose goods were defective.

Each sample must have a label showing the material represented by the sample, the name of the contractor and the building for which it is intended.

Attention is called to the fact that time is required for testing and inspecting samples of materials and in no case will the time for completion of the contract be extended on account of failure of contractor to submit samples as above specified.

Attention is particularly called to the rights reserved ,as hereinbefore specified ,to withhold payment if samples are not promptly submitted as required.

PAINTING.

All loose and defective plastering shall be removed and keys thoroughly cleaned,cutting out the damaged portions to clean,sharp, sound edges.

Cracks over $1/16$ " wide shall be cut out the full depth of the plaster at least $\frac{1}{2}$ " on each side,dove tailed in section. All cracks or joints shall be cleaned,moistened ,and filled to within $1/8$ " of the finished surface with plaster of Paris,mixed with thin glue size and after becoming dry and hard given a coat of paint,covering well the edges of old plaster;then fill with white lead putty and when dry sand paper smooth with contiguous work. Hair cracks shall be filled with white lead putty.

All ornamental plaster shall be restored.All cracks between wood work and plaster,especially around openings shall be caulked with oakum where practicable and be pointed with putty.

All plaster shall be cleaned with an approved wash,sand paper ed where necessary, and rinsed down with clean water.

All plaster shall be sized with lead,oil,turpentine and dryer in the proportion of 10, lbs.of lead ,3 gallons of linseed oil,5 gallons of turpentine and $\frac{1}{2}$ gallon of dryer;then cover all plain surfaces ,including that of friezes,pilasters,etc., with best quality 10/4 sheeting,carefully pasted on in the best manner, and all superfluous paint scraped out(canvas may be used in connection with decorative work if preferred.)

When dry, all seams shall be filled with putty and the entire surface carefully sand papered to a smooth surface so no seams or cracks will show in the finished work.

After being prepared in the foregoing manner, give not less than four coats of pure white lead thinned with raw linseed oil and turpentine, the last two coats to be stippled and the last coat (fourth coat) to be flat color.

All tints shall be selected by the Supervising Architect.

All decorative work shall be in addition to the above painting.

All cracks or seams showing after the work has received the last coat of paint will be sufficient cause for rejection of the work where they occur.

James Knox Taylor,

Supervising Architect.

A.B.

TREASURY DEPARTMENT,
Office of the Supervising Architect
July 6, 1908.

ADDENDUM to the Specification for Painting and Decorating at the
U.S. Mint, Denver, Colorado.

Bidders are hereby notified that the time for opening
proposals for the above mentioned work has been extended from
July 13, 1908 to 3 o'clock P.M. August 19th, 1908.

James Knox Taylor,
Supervising Architect.

E.D.

PROPOSAL FOR PAINTING AND DECORATING IN THE U.S.MINT AT
DENVER, COLORADO.

N.B. After this proposal sheet is filled out it must not be forwarded under frank, but must be detached and forwarded under separate cover, with postage prepaid by the bidder.

1908.

August 17th,

To the
Supervising Architect,
Treasury Department,
Washington, D.C.

Sir:

I hereby propose to furnish all the labor and materials required for painting and decorating in the U.S.Mint at DENVER, COLO., in strict accordance with the specification dated June 6, 1908, the accompanying sketches, and the instructions of the Custodian, for the sum of,

(\$ 18,000.00) / 100

Eighteen Thousand Dollars

TIME TO COMPLETE.

On or before time stated

John Gibson
125 So. 11th St.,
Phila., Pa.

In determining which is the lowest bid, it is understood that the Government reserves the right in awarding the contract to deduct any separate amount named in the proposal for any item mentioned therein.

NOTICE.

A CERTIFIED CHECK

Must accompany this
BID to entitle it to
CONSIDERATION.

Signature,
John Gibson,

Address, **125 So. 11th St.,**
Phila., Pa.

Names of Individual Members of Firm,

Murray Gibson

Name of Corporation,

Name of President,

Name of Secretary,

Under what law corporation is organized,

DENVER: MINT.
DMB

JCP P LAS LHB C FD

Inclosure 1556.

TREASURY DEPARTMENT,
Office of the Secretary,
Washington, Sept. 26, 1908.

Mr. John Gibson,
125 South 11th Street,
Philadelphia, Pa.

Sir:

In accordance with Department approval of the 24th instant, your proposal, dated August 17, 1908, received under advertisement of June 6, 1908 and opened August 19, 1908, is accepted to furnish all the labor and materials required for painting and decorating drawings numbered 101-D, 102-D, 107-D, 108-D, and 109-D, the in the U.S.Mint, Denver, Colorado, in strict accordance with the specification dated June 6, 1908, and the sketches submitted by you, with such modifications as may be directed by the Supervising Architect, and the instructions of the Custodian, for the sum of eighteen thousand dollars (\$18,000.00).

It is understood and agreed that the work is to be completed on or before April 15, 1909, instead of March 1, 1909 as specified, this extension being made because of the delay in awarding the contract.

One copy of the specification is inclosed for your use.

It is understood and agreed that the mural paintings are to be done by an artist who is satisfactory to the Supervising Architect, and you are advised that Mr. Vincent Aderente, whose name is mentioned in your letter of September 10th, is entirely satisfactory; but, in case it is not possible for you to obtain his services, an artist, of your nomination, will be selected, who, in the opinion of the Supervising Architect, has equal ability.

It is understood and agreed that you are to execute a formal contract with bond in the sum of nine thousand dollars (\$9,000.), guaranteeing the faithful performance of the work embraced in this acceptance, a form for which will be forwarded you. This contract

with bond, must be executed in strict accordance with the rules printed at the head of said form, and be returned to the Supervising Architect of this Department at once.

The proceeds of the check submitted with your proposal will be retained until the approval of your bond by the Secretary of the Treasury, of which you will be advised.

Payments on account of the work will be made as required by the terms of the contract, as set forth under the heading "PAYMENTS" on page 4 of the specification, from the appropriation for "Mint Building", Denver, Colorado".

A copy of this letter will be forwarded to the Custodian of the building.

You are requested to acknowledge the receipt of this acceptance.

Respectfully,

J.B.Reynolds,

Acting Secretary.

W JCP JSS JAW KEMPER L

John
Madsen - Painting and Drawing

9/28/08

